

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
Located at 101 W. Lombard Street, Baltimore, Maryland 21201

JYOTHI PEELA (successor in interest to SAN  
SYSTEMS, INC. a forfeited entity)  
3122 Wheaton Way, Apt. B  
Ellicott City, Maryland 21043

Plaintiff

vs.

BROWNIT, Inc.  
217 Primrose Lane  
Hanover, Pennsylvania 17331

Defendant

Case No.:

**COMPLAINT**

**NOW COMES**, Jyothi Peela as successor in interest to San Systems, Inc., a forfeited Maryland entity, Plaintiff herein, by and through her undersigned counsel, files this Complaint and for her cause states that:

1. Plaintiff is a citizen of the State of Maryland residing at 3122 Wheaton Way, Apt. B, Ellicott City, Maryland 21043. Plaintiff is the successor in interest of San Systems, Inc., a forfeited Maryland entity formerly providing information technology, staffing and consulting services.

2. Defendant is an entity incorporated in the Commonwealth of Pennsylvania providing information technology services. Defendant's principal place of business is located at 217 Primrose Lane, Hanover, PA 17331.

3. On or about December 27, 2005, Plaintiff entered into a Contract Employee Services Agreement ("Contract") with Defendant. See: Exhibit A.

4. The Parties herein executed the Contract in the State of Maryland.

5. Pursuant to the terms of the Contract, Plaintiff agreed to and did provide Defendant with temporary employees "for the purpose of fulfilling the temporary staffing needs of [Defendant]."

6. Plaintiff's performance under the Contract was tendered entirely within the state of Maryland.

7. Between September 10, 2008 and September 3, 2009, Plaintiff submitted weekly invoices to Defendant for services rendered. Pursuant to §4 of the Contract, payment on the invoices submitted by Plaintiff was due within (30) thirty days of their receipt by Defendant.

8. As of the date of this filing, Defendant has failed and refused to remit payment of Plaintiff's invoices, in breach of §4 of the Contract. The aggregate amount of the outstanding invoices amounts to \$257,702.92.

9. Defendant's breach of the Contract has caused \$257,702.92 in damages to Plaintiff.

10. This Honorable Court has jurisdiction of this matter pursuant to 28 U.S.C.A. § 1332(a)(1). The amount in controversy exceeds the statutory limit, and the parties herein are diverse in citizenship.

**WHEREFORE**, the Plaintiff respectfully requests that this Honorable Court:

- A. Enter judgment against Defendant in the amount of \$257,702.92, plus costs and attorneys' fees.
- B. Afford Plaintiff any other relief this Honorable Court may deem appropriate under the circumstances.

SIGNATURE PAGE AND AFFIDAVIT TO FOLLOW

Respectfully Submitted,

7/22/14  
Date

Zachary Gima  
ZACHARY GIMA, Esq. 19102  
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Suite 200  
Catonsville, MD 21228-3901  
410-747-4529 x: 221  
*Attorney for Plaintiff*

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS COMPLAINT ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

7/22/2014  
Date

P. Jyothi  
Jyothi Peela  
*Plaintiff*